

RESOLUTION 29 -22



**A RESOLUTION OF THE MUNCIE COMMON COUNCIL AUTHORIZING AND
APPROVING THE ENTRY INTO AN INTERLOCAL AGREEMENT FOR
OPERATION OF A JOINT COMMUNICATIONS CENTER**

WHEREAS, I.C. 36-1-7-1, et seq. (the "Interlocal Law") authorizes political subdivisions to enter into interlocal cooperation agreements for the joint exercise of powers; and

WHEREAS, Delaware County operates an emergency dispatch and communications center serving the City of Muncie and Delaware County, Indiana; and

WHEREAS, the City of Muncie has determined that the joint exercise of the power to operate and fund such a center with Delaware County is desirable and best serves the interests of the public; and

WHEREAS, the Interlocal Law requires that any interlocal cooperation agreement be approved and authorized by resolution or ordinance of a participating government entity; and

WHEREAS, the City of Muncie Common Council (the "Fiscal Body"), desires to authorize the entry into an interlocal agreement for the joint exercise of the power to operate and fund an emergency dispatch and communications center;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF MUNCIE, INDIANA, THAT:**

SECTION 1. The Fiscal Body does hereby authorize and approve the entry by the City of Muncie and Delaware County into the Interlocal Agreement a copy of which is attached hereto (the "Agreement").

SECTION 2. This Resolution shall become effective upon passage, execution of the Agreement by all parties thereto and upon compliance with the procedures required by law.

Passed by the Common Council of the City of Muncie, Indiana this 5th day of December, 2022.

	Yeas	Nays	Abstained	Absent
Jeff Green	<u>✓</u>	<u> </u>	<u> </u>	<u>✓</u>
Jeff Robinson	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Brandon Garrett	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Brad Polk	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jerry Dishman	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Roger Overby	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Aaron Clark	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Ro Selvey	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Troy Ingram	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

[Signature]
President Muncie Common Council

Presented by me to the Mayor for his approval, this 5th day of December, 2022.

[Signature]
Belinda Munson, Muncie City Clerk

The above Ordinance is approved by me this 5th day of December, 2022.

[Signature]
Dan Ridenour, Mayor of the City of Muncie

ATTEST:

[Signature]

Belinda Munson, Muncie City Clerk of the Common Council

This Ordinance is proposed by Council Member

This Ordinance is approved in form by Controller

This Ordinance is approved in form by Legal Counsel



ORIGINAL

INTERLOCAL AGREEMENT

Comes now the City of Muncie, by its Mayor, Hon. Dan Ridenour (hereinafter referred to as "Muncie") and the Board of Commissioners of Delaware County, Indiana (hereinafter referred to as "Delaware County") and enter into this Interlocal Agreement (hereinafter referred to as "Agreement") for emergency communication dispatch services (hereinafter referred to as "911 Dispatch Center") under the following terms, conditions and recitals herein:

Recitals

WHEREAS, the State of Indiana encourages and strongly recommends that communities coordinate their emergency dispatch services for all public safety departments to better provide prompt and appropriate responses to the citizens; and

WHEREAS, Delaware County and Muncie have long been leaders in the State of Indiana with regard to a combined 911 Dispatch Center and operations; and

WHEREAS, Delaware County and Muncie have been sharing the costs and operations of a 911 Dispatch Center under a new Interlocal Agreement since 2021 and with a new leadership in charge of the 911 Dispatch Center, believe that the relationship should continue in the future; and

WHEREAS pursuant to I. C. 36-8-16.7-47 the State of Indiana limits the number of public safety communications system to 2 and requires that an Interlocal agreement be entered into with the municipal entities that are participating in operation of the 911 Dispatch center; and

WHEREAS, pursuant to I. C. 36-1-7-3 enter into this Agreement for 911 Dispatch Services.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purpose:** The purpose of this Agreement is to maintain a combined public safety answering point (PSAP) as defined under I. c. 36-8-16.7-20 for all public safety entities in Delaware County (except for Ball State University and Ball Memorial Hospital).
2. **Term:** The initial term of this Agreement shall be for a five (5) year term commencing on the 1st day of January 2023 and ending on the 31st day of December, 2027. This Agreement may be extended by mutual approval of the parties herein for additional five (5) year terms as agreed. Either party may terminate their participation in this Agreement at any time by providing a minimum of twelve (12) months written notice delivered to the other party as set forth in this agreement.
3. **Governance:**
 - a. **Executive Board:** The parties shall create a separate Executive Board that shall be comprised of the Mayor of the City of Muncie, One (1) member of the Muncie City Council, as determined by the City Council; One (1) member of the Delaware County Council as determined by the County Council; One (1) member of the Delaware County Board of Commissioners as determined by the Board of Commissioners; One (1) Community Member as selected by a majority of the elected officials on the Executive Board.
 - b. **Vacancy or Non-Appointment:**
 - i. In the event that one or more entities fails to make an appointment to executive board on or before the 31st day of January of any year that this Agreement shall be in effect, the

members of the Executive Board shall determine the member not appointed by majority vote.

- ii. Members of the Executive Board serve by virtue of their office and in the event that any members shall not serve in the office as assigned, then that position shall be determined to be vacant and the appointment authority shall have thirty (30) days to name a replacement.
- iii. The citizen member of the Executive Board shall serve a term of three (3) years and may be reappointed for one additional term.
- iv. In the event that a replacement is not named within thirty (30) days, then the existing members of the Executive Board shall, by majority vote, appoint the successor.

c. Purpose and Meetings of Executive Board:

- i. The purpose of the Executive Board shall be to review the budget and financing of the 911 Dispatch Center each year.
- ii. The Executive Board shall also review and make recommendations on the hiring, retention, job description, review the performance and conduct of the Executive Director of the 911 Dispatch Center to the Board of Commissioners of Delaware County as well as receive reports from the Executive Director as to operations, staffing, training or discipline of employees.
- iii. The Executive Board shall meet no less than quarterly in each year. At the first meeting of each year the Executive Board shall determine a President and Vice President of the Board. No person may serve as President for no more than two (2) consecutive years.

- iv. The County Attorney shall serve as Secretary of the Executive Board and shall maintain the minutes of the meetings.

d. Executive Director

- i. The Executive Director shall be appointed by the Board of Commissioners of Delaware County after recommendations from the Executive Board.
- ii. The Executive Director shall be an employee of the County and shall be subject to the County's Personnel Policies Handbook and benefits afforded to all county employees.
- iii. The Executive Director shall be the Department Head for the 911 Dispatch Center.
- iv. The Executive Director shall operate, administer and supervise the 911 Dispatch Center on a full time basis.
- v. The Executive Director's duties and responsibilities shall be determined by his Delaware County Job Description.

e. Operations Board

- i. There shall be created a separate board known as the "Operations Board" that shall work with the Executive Director concerning the creation and revision (as requested by the Executive Director) of standard operating procedures for the dispatch center as they relate to dispatching of calls to public safety agencies.
- ii. The Executive Director shall be responsible for the implementation of the internal standard operating procedures

and employee advancement, discipline, training and operations in the Center itself.

iii. The Operations Board shall consist of the following members, who serve by virtue of their position:

1. Delaware County Sheriff;
2. Chief of Police, Muncie Police Department;
3. Chief, Muncie Fire Department;
4. Director, Delaware County Emergency Medical Services;
5. Director, Delaware County Emergency Management Agency

iv. There also shall be the following members of the Operations Board, which shall be considered to be ex-officio, non-voting members that will provide important information and insight into the operations. Those ex-officio members shall be:

1. Chief, Volunteer Fire Departments as selected by the Delaware County Volunteer Fire Departments (must be a representative of all volunteer fire departments that service Delaware County, IN.);
2. One (1) Representative of the Town Marshals in Delaware County;
3. Representative of Eaton EMTs, Inc.;
4. Executive Director, 911 Dispatch Center.

v. At the first meeting of each year, the Operations Board shall select a member to serve as President, Vice President. At the first meeting of each year, the Operations Board shall establish a

schedule of meetings for the year. No person may serve as President for no more than two (2) consecutive years.

- iv. The Executive Director of the 911 Dispatch Center shall serve as Secretary of the Operations Board and shall maintain the minutes of each meeting. The Executive Director shall not be eligible to serve as President or Vice President of the Operations Board.
- v. Special or additional meetings of the Operations Board shall be called by the President of the Operations Board, the Executive Director of the 911 Dispatch Center or a majority of members of the Operations Board.
- vi. The Operations Board shall meet at least quarterly or as often as the Executive Director believes is necessary for the efficient operation of the 911 Dispatch Center.

f. Public Meetings and Records

- i. All meetings of the Executive Board shall be considered to be public meetings and subject to the Open Meetings (Open Door Law) and notice requirements as found in I. C. 5-14-1.5 as well as the Access to Public Records law as found in I. C. 5-14-3 et. seq.
- ii. All meetings of the Operations Board shall not be subject to the Open Meetings (Open Door Law), but the records shall be subject to the Access to Public Records statutes as found in I. C. 5-14-3.

4. **Financing:** The parties shall share the costs of the operation of the 911 Dispatch Center. The costs shall be shared as follows:

- A. State 911 Funds-the funds that are received by Delaware County from the Statewide 911 Fee shall be used pursuant to I. C. 36-8-16.7-38 for the operations of the 911 Center.
- B. The City of Muncie shall contribute the sum of One Million Dollars (\$1,000,000.00) for the year 2023. The payment of the contribution by the City of Muncie shall be quarterly. The contribution of the City of Muncie shall increase by the amount of Twenty-Five Thousand Dollars (\$25,000.00) per year during the remaining years of the initial term of the contract. The parties shall negotiate the City of Muncie's annual contribution to the operation of the 911 Dispatch Center after the initial term of the Agreement, but in no case shall the City's contribution be less than the amount specified for year 2023.
- C. Delaware County shall provide the balance of the funds for the operation of the 911 Dispatch Center from its revenues that are separate and distinct from the Statewide 911 Fees received by Delaware County.
- D. In the event of the adoption of a PSAP tax as permitted under I. C. 6-3.6-6-2.5 by Delaware County, the City of Muncie's contribution as set forth herein shall terminate upon the implementation and receipt by the County of PSAP tax revenues by Delaware County.
- E. The parties shall work together to have the towns of Yorktown, Selma, Albany, Gaston, Daleville and Eaton that utilize the services of the 911 Dispatch Center to contribute to the costs of the operations. Each of the Towns identified will be contacted to contribute to the costs of the operations of the 911 Center shall be required to execute an Interlocal Agreement which shall be appended to this Agreement. The Towns shall

also be required to increase their contributions in the same percentage increase as the City of Muncie.

5. **Retention of Funds and Accounting.** All funds received for the operation of the 911 Dispatch Center shall be paid to the Delaware County Auditor and the Auditor shall be responsible for maintaining any and all records related to the use of the funds. The Delaware County Treasurer shall serve as the fiscal agent of the 911 Dispatch Center. The City of Muncie may, at any time, obtain information from the Delaware County Auditor as to the receipt and use of any and all funds with respect to the 911 Dispatch Center.

6. **Ownership of Real and Personal Property.** Any and all real and/or personal property that is purchased and/or used in the operation of the 911 Dispatch Center shall be purchased and owned by Delaware County. Delaware County shall be obligated to insure and protect the real estate and personal property involved with the operation of the 911 Dispatch Center for the benefit of the parties to the Agreement.

7. **Administration:** The 911 Dispatch Center shall be operated as a department of Delaware County subject to oversight by the Board of Commissioners. The 911 Dispatch Center supervisor shall be the Executive Director that is employed by Delaware County. The 911 Dispatch Center shall also have an Assistant Executive Director and shift supervisors as are determined by Delaware County.

8. **Staffing of the 911 Dispatch Center.** All employees of the 911 Dispatch Center shall be considered employees of Delaware County and subject to the policies and procedures as employees of the County. All employees of the 911 Dispatch Center shall be eligible for any and all benefits provided to full time employees of Delaware County and the County shall be responsible for the costs of each employee and any and all benefits to which they are eligible.

9. **Termination:**

a. *Notice.* This Agreement may be terminated by the either party only with twelve (12) months written notice to the other party prior to the end of the initial or any subsequent term at the addresses set forth in this Agreement.

b. *Negotiation Required.* Prior to the termination being effective, the parties are obligated to engage in negotiations immediately (within ten (10) days after receipt of notice of termination) to resolve all differences that may serve as the cause for the termination.

c. *Mediation Required.* In the event that the parties have failed to resolve the issues leading to termination with negotiations that have taken place over a period of no less than ninety (90) days, the parties shall be required to submit the matter to mediation to try and resolve their differences.

i. *Selection of Mediator.* The mediator shall be selected by the parties. In the event that the parties are unable to select a mediator, the parties shall submit the matter to the judges of the Delaware County Circuit court to name a panel of 3 mediators (none of which shall have an office located in Delaware County) from which the parties are to strike. The party that has served the notice of termination shall strike first. The party receiving the notice of termination shall strike second and the remaining mediator identified by the Circuit Court shall serve as mediator.

ii. *Costs of Mediation.* All costs of mediation shall be paid by each party and the cost of the mediator shall be divided equally between the parties.

- d. *Obligation to negotiate and mediate in good faith.* The parties are obligated to negotiate and mediate any and all differences in good faith and with fair dealings. Delays in scheduling are to be avoided and sessions are to be conducted promptly. The failure to schedule negotiation or mediation sessions promptly shall be added to the time in which the termination is effective. If a party that has sought termination fails to schedule a negotiation or mediation session within seven (7) days of receipt of dates, the time for termination shall be extended by the same time as the time that it took to conduct each negotiation session or mediation session.
- e. *Mutual Consent.* This agreement may be terminated by the mutual consent of the parties at any time.

10. **Default:** In the event that a party shall fail to fulfill their obligations under this Agreement, a default may occur. Default may occur, but are not limited to any of the following reasons:

- a. Default by the City of Muncie in failing to make a quarterly contribution.
- b. Default by Delaware County in failing to appropriate sufficient funds for operation of the 911 Dispatch Center.
- c. Either the City of Muncie or Delaware County (i) institutes or consents to any proceedings in insolvency or bankruptcy, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any relief or reorganization of debtors, (ii) is adjudicated a bankrupt, files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due.

d. Any part or all or a substantial part of the property or assets of the 911 Dispatch Center are placed in the hands of any receiver, trustee or other officers or representatives of any court, or Delaware County consents, agrees or acquiesces to the appointment of any such receiver or trustee.

e. In the event that a condition of default occurs, the non-defaulting party shall provide written notice thereof and permit the defaulting party an opportunity of up to ninety (90) days after notice is given to cure the condition of default.

g. In the event the party in default continues to remain in default after notice and the opportunity to cure the default, the non-defaulting party shall be permitted to pursue all of their legal remedies without exception or exclusion.

h. The non-defaulting party shall be entitled to any and all damages, including consequential and incidental damages, reasonable attorney fees, accounting fees and other costs associated with the default of this agreement.

i. All of the non-defaulting party's remedies shall be cumulative and not exclusive. Failure of the non-defaulting party to exercise any remedy at any time shall not operate as a waiver of the right of the non-defaulting party to exercise any remedy for the same or any subsequent default at any time thereafter.

j. In the event that a default is not cured as per this section the parties shall be obligated to follow the terms of paragraph 7 for negotiation and mediation prior to any legal action.

11. Required Approvals. This Agreement shall not be effective unless and until approved by the fiscal body of the City of Muncie and Delaware County pursuant to I. C. 36-1-7-4(a)(2).

12. Miscellaneous:

a. All recitals are incorporated by reference into this Agreement.

b. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior written or oral agreement.

c. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

d. This Agreement may only be modified in writing signed by all parties and approved in accordance with Ind. Code 36-1-7 et. seq., as it may be amended.

e. Notices: All notices which may be required pursuant shall be provided in written form to the offices noted below:

To the County: Delaware County Commissioners
100 West Main Street, Room 300
Muncie, Indiana 47305
and

To the County Attorney: John H. Brooke
Brooke & Struble, PC
112 East Gilbert St.
Muncie, Indiana 47305
or whomever is appointed County Attorney in the future.

To the City of Muncie: Mayor, City of Muncie
300 N. High St.
Muncie, Indiana 47305

To the City of Muncie Attorney: City Attorney
City of Muncie
C/O Beasley Gilkinson
110 East Charles St.
Muncie, IN 47305
or whomever is appointed City Attorney in the future.

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IN WITNESS WHEREOF ABOVE, the undersigned have set their hands as of the

3 day of December, 2022.


CITY OF MUNCIE, INDIANA


Hon. Dan Ridenour, Mayor

Attest:


City Clerk

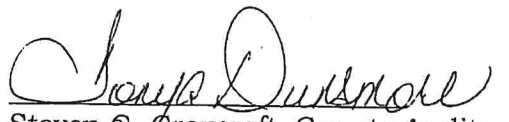

DELAWARE COUNTY BOARD OF COMMISSIONERS


Sherry Riggan, Commissioner


Shannon Henry, Commissioner


James King, Commissioner


Attest:


Steven G. Craycraft, County Auditor

Deputy Auditor

Approved this day of 2022.

CITY OF MUNCIE, CITY COUNCIL


MEMBER

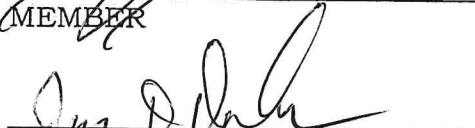

MEMBER


MEMBER


MEMBER


MEMBER


MEMBER


MEMBER


MEMBER

MEMBER

Approved this 5th day of December, 2022.

DELAWARE COUNTY, COUNTY COUNCIL

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER